



Town of Dumfries
Council Meeting

Meeting Date:

February 19, 2013

Agenda Item#

VI - B

AGENDA ITEM FORM

TYPE OF AGENDA ITEM:

- ☐ CONSENT AGENDA
- ☐ PRESENTATION
- ☐ ACTION ITEM
- ☐ TOWN MANAGER & STAFF COMMENTS
- ☐ PUBLIC HEARING
 - ☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION ONLY
- ☒ DISCUSSION ONLY
- ☐ DISCUSSION AND/OR DECISION
 - ☐ Introduction ☐ Resolution
 - ☐ Ordinance ☐ Grant/MOU
 - ☐ By Motion ☐ Bylaws
 - ☐ Certificate

PRESENTER: Gregory Tkac

PRESENTER TITLE: Director of Public Works

AGENDA ITEM:

Review of Olde Towne Landscaping Contract(s) for Service

BACKGROUND / SUMMARY:

At January's regular Town Council meeting, Council requested an overview of contract DPW11-03 Roadway Maintenance, Storm Drainage Maintenance and on call Snow Removal contract held by Olde Towne Landscaping signed on August 9, 2010. The overview requested includes budgeted amount of the contract and task orders assigned to the contract. In addition, an overview of the Site improvements for Ginn Memorial Park DPW 12-04 also held by Olde Towne Landscaping is being discussed as part of a total overview of work that has been done by the contractor.

ATTACHMENTS:

Contract DPW11-03
Contract DPW 12-04 and Resolution dated 5-22-2012 for Ginn Memorial Park

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION, CONTACT:

Name: Gregory M. Tkac

Phone#:(703) 221-3400

E-mail: gktac@dumfriesva.gov

FOR USE DURING MEETING

VOTE:

☐ PASSED

☐ NOT PASSED

Y	N		Y	N		Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Brewer	<input type="checkbox"/>	<input type="checkbox"/>	Foreman	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Reynolds	<input type="checkbox"/>	<input type="checkbox"/>	Toney	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Wood					



DPW11-03

**Roadway Maintenance, Storm Drainage Maintenance and
on call Snow Removal**

(Rider to the County of Prince William contract No. 9044BA2)

August 9, 2010

Prepared by:

Town of Dumfries
Department of Public Works
17755 Main Street Dumfries, VA. 22026
(703) 221-3400 / Fax (703) 221-3544

TOWN OF DUMFRIES

CONTRACT FOR GOODS, SERVICES AND INSURANCE

This Contract (DPW 11-03) is entered into on and as of August 9, 2010, by and between the Town of Dumfries, a Municipal Corporation of the Commonwealth of Virginia (hereinafter, "the Town"), and Olde Towne Landscaping, Inc., (hereinafter, "Contractor"), tasks involving roadway maintenance, storm drainage maintenance, on call snow removal within the Town of Dumfries as specified in Exhibit A on the following terms and conditions:

DEFINITIONS

As used in this Contract the terms are defined as follows:

1. "Town" shall mean the Town of Dumfries, Virginia, the Council of the Town of Dumfries, Virginia, or the using department identified below and authorized by the Council of the Town of Dumfries to enter into this Contract.
2. "Using Department" for purposes of this Contract shall mean the Public Works Department.
3. "Contract Administrator" assigned to administer the Contract for the Town of Dumfries is Gregory M. Tkac, Public Works Director.
4. "Contractor" shall mean Olde Towne Landscaping whose authorized representative is Mark Olsen (hereinafter, "Contractor's Contract Representative"). The Contractor's Contract Representative shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of the Contractor. The Contractor may change its authorized representative by notice to the Town.
5. "Estimate" shall mean an opinion of probable construction or other cost made by the Contractor. The accuracy of a probable construction or other cost opinion cannot be guaranteed.

CONTRACT PERIOD

The work to be performed under this contract shall be for one year from the date of award and may be renewed for (4) four (1) one year periods upon mutual consent. The work to be performed under this contract will begin on the date this contract is signed, and will be provided with reasonable diligence and expediency consistent with sound professional practices and that time is of the essence in the completion of any services under this Contract. The Contractor will complete the tasks involving roadway maintenance, storm drainage maintenance, on call snow removal within the Town of Dumfries as described herein **within a mutually agreed upon time per task.**

Should the Contractor at any time discern that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing. The Town understands, however, that the Contractor's performance must be governed by sound professional practices.

PROVISION OF SERVICES

The Contractor hereby agrees to furnish and install all labor and materials for the tasks involving **roadway maintenance, storm drainage maintenance, on call snow removal within the Town of Dumfries** as set forth in this Contract or any future amendment to this Contract and in accordance with the general terms, conditions and specifications set forth in The County of Prince William Contract number 9044BA2

1. SCOPE OF WORK—CONTRACTOR RESPONSIBILITIES:

A. General Requirements

The contractor will be responsible for some of the tasks involving **roadway maintenance, storm drainage maintenance, on call snow removal within the Town of Dumfries** as needed where and when the crew is unable to perform these tasks.

CONTRACT AMOUNT

The Contract price shall be fixed as noted in the Schedule of Prices herein Attachment "A" as reflected in the Contractor's response to the request for proposal. The Contractor shall furnish labor and equipment as reflected in Exhibit A. All incidental costs including, but not limited to, travel, telephone, drawings, diagrams and photographs, is included in the bid amount submitted to the Town.

Invoices will be paid within thirty (30) days after approval by the Town. In no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

TIME OF ESSENCE AND COMPLETION

Time shall be of the essence to this Contract where it is herein specifically so provided.

The Contractor shall provide the goods, services described herein and the insurance according to the schedule in "Exhibit B"

The Town of Dumfries desires that the Contractor provide the services provided as stated in this contract within a **mutually agreed upon time per task** from the date of this Contract.

Should the Contractor at any time discern that the schedule will not be met for any reason; the Contractor shall so notify the Town in writing. The Town understands,

however, that the Contractor's performance must be governed by sound professional practices.

OTHER PAYMENTS; EXPENSES; TAXES

The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.

INSURANCE

The Contractor shall be required to maintain insurance to insure against the risks, which are identified herein. Except as the Town may otherwise agree, any insurance required hereby shall be in accordance with and shall conform to the requirements set forth in Exhibit B, with appropriate insurance certificates delivered prior to the commencement of construction. Notwithstanding any other provision of this Contract or any other document, acceptance by the Town of such certificates shall satisfy all insurance requirements for so long as this Contract and any extensions shall be in effect. Contractor recognizes that the Town must be reasonably satisfied with the insurance certificates provided.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting directly from any action, omission, commission, or operation by the Contractor under the Contract, or in connection in any way whatsoever with the contracted work, where and to the extent the Contractor is legally responsible for the damage incurred. (This paragraph is not intended to expand in any way Contractor's potential liability under applicable existing law).

2. The Contractor shall, during the continuance of all work under the Contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist."
 - a. Workers' Compensation and Employers' Liability Insurance equal to that of the Commonwealth of Virginia, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereafter enacted, but no Contractor insurance shall be required if Contractor's employees do not enter the Town of Dumfries on Town business related to this project and the insurance of subcontractors where employees do so enter is found sufficient by the Town.
 - b. General Liability Insurance in the amount prescribed by the Town, to protect the Contractor, its Subcontractors, and the interest of the Town, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one (1) year after completion of work.
 - c. In the event that Contractor will use its own owned automobiles in the Town, and not just rented cars or taxis, Automobile Liability Insurance, including property damage, covering all owned, non-owner, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
3. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VIII or other insurance reasonably acceptable to the Town.
5. It is understood and agreed that the Contractor is at all times herein acting as an Independent Contractor.

6. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town Manager/Contract Administrator, or designee, before any work is started.
7. The Contractor will secure and maintain copies of all insurance policies of its Subcontractors, which shall be made available to the Town on demand.
8. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by the Town. These certified copies will be sent to the Town from the Contractor's insurance agent or representative.
9. No change, cancellation (other than noted below), or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town Manager/Contract Administrator. Notice for cancellation due to nonpayment of premium would be fifteen (15) days. The Contractor shall furnish a new certificate prior to any change or cancellation date. THE FAILURE OF THE CONTRACTOR TO DELIVER A NEW AND VALID CERTIFICATE OF INSURANCE IS GROUNDS FOR TERMINATION OF THE CONTRACT PURSUANT TO SECTION 14 (Termination for Default).
10. Insurance coverage required hereunder shall be in force throughout the construction period. SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF CURRENT INSURANCE WITHIN TEN (10) DAYS OF WRITTEN NOTICE AT ANY TIME DURING THE CONTRACT TERM, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THE CONTRACT PURSUANT TO SECTION 14 (Termination for Default).
11. Compliance by the Contractor and any Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any Subcontractors of their liabilities and obligations under this Contract.
12. The Town may and will, if requested by Contractor, reasonably accept insurance certificates provided by subcontractors or partners of the Contractor covering risks and hazards relating to work to be performed by such subcontractor and partners, in lieu of insurance certificates provided by Contractor. However, the Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.
13. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

14. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
15. In the event that the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Town Manager/Contract Administrator, or designee, may be considered.
16. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than \$1,000,000.00 each claim/aggregate.
17. Nothing herein contained shall prevent the Contractor from taking out any other insurance for protection of its interest which it deems available and necessary.

ASSIGNABILITY OF CONTRACT

Neither this Contract nor any part hereof shall be assigned to any third party without the Town's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any transfer of the Contract shall be in accordance with state law requirements.

This Contract shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Contract shall terminate immediately at the election of the other party.

MODIFICATIONS OR CHANGES TO THIS CONTRACT

All modifications and changes to the Contract shall be in writing, signed by both the Town and the Contractor.

The Town Manager/Contract Administrator, with the concurrence of Town Council, shall have the authority to order changes in the provisions of this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance of the construction provisions of this Contract; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor shall make a demand for payment for completed changed work within thirty (30) days of completion of Change Order, unless such time period is extended in writing, or unless the Town Manager/Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services or prepayment is reasonably required by Contractor. Later notification shall not bar the honoring of such claim or demand unless the Town is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

SUBCONTRACTING

The Contractor may not subcontract any work required under this Contract without the consent of the Town which consent shall not be unreasonably withheld or delayed. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

EMPLOYMENT DISCRIMINATION—CONTRACTS OVER \$10,000

In the event this Contract price is in excess of ten thousand dollars (\$10,000), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.
5. In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each subcontractor to do so.

VIRGINIA PUBLIC PROCUREMENT ACT

In accordance with requirements of the Virginia Public Procurement Act, §§ 2.2-4300 through 2.2-4437 as amended.

Virginia Public Procurement Act

Pursuant to the requirements of the Virginia Public Procurement Act, Section 2.2-4300 through 2.2-4377 of the Code of Virginia, 1950, as amended, the Contractor hereby agrees as follows:

In accordance with Virginia Code Section 2.2-4354(1), Contractor shall take one of the following courses of action within seven (7) calendar days after receipt of amounts paid to Contractor by Town for work performed by any Contractor under this Contract:

1. Pay any and all Contractor s for the proportionate share of the total payment received from Town attributable to all work performed by such Contractor (s) under this Contract; or
2. Notify Town and the appropriate Contractor (s), in writing, of Contractor's intention to withhold all or part of said Contractor (s) payment with the reason for nonpayment.

In accordance with Virginia Code Section 2.2-4354(2), Contractor shall provide its social security number (if an independent contractor) or federal employer identification number (if a corporation, partnership or proprietorship), as appropriate, with each application for payment.

In accordance with Virginia Code Section 2.2-4354(3), Contractor shall pay interest at the rate of one percent (1%) per month to any and all Contractor s on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from Town for work performed by any such Contractor under this Contract, except for payments withheld as allowed pursuant to above. Contractor's obligation to pay any interest to any Contractor pursuant to the provisions of this subparagraph may not be construed to be an obligation of Town, nor shall a contract modification be made for the purpose of providing reimbursement from Town to Contractor for such interest. This prohibition, however, shall not be construed as a prohibition on Contractor from claiming and collecting interest from Town whenever Contractor is otherwise entitled to claim and collect said interest.

In accordance with Virginia Code Section 2.2-4354(4), Contractor shall include in any and all subcontracts a provision requiring each Contractor to include or otherwise be subject to the same payment and interest requirements as exist between Contractor and its Contractors with respect to each lower-tier Contractor.

In accordance with Virginia Code Section 2.2-4311, during the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
3. Contractor shall include the provisions of the foregoing subsections (1) and (2) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

In accordance with Virginia Code Section 2.2-4312, during the performance of the Contract, Contractor agrees as follows:

1. Contractor shall provide a 'drug-free' workplace for its employees.
2. Contractor shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
4. Contractor shall include the provisions of the foregoing subsections (1), (2), and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

TERMINATION FOR CONVENIENCE OF THE TOWN

The parties agree that the Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Town Manager/Contract Administrator, with the concurrence of the Town Council, shall determine that conditions outside of the control of the Town exist, such as legal or regulatory directives, or otherwise, for which no practical remedy exists, for good cause that such termination is in the best interest of the Town. Termination, in whole or in part, shall be effected by delivery to and receipt by Contractor of a Notice of Termination

signed by the Town Manager/Contract Administrator or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice;
3. Terminate all subcontractors except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination; and
5. Use its best efforts to mitigate any damages, which may be sustained as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless an extension is granted by the Town Manager/Contract Administrator.

The Town shall pay reasonable costs of termination, including a reasonable amount for services delivered or completed and the fair market value of all services and/or equipment purchased by Contractor and installed by the Town. Fair market value shall be determined by an appraisal by a competent neutral appraiser, selected by the Town and approved by Contractor, whose approval will not be unreasonably withheld, conditioned, or delayed. The Town shall not pay for any lost profits, or for the value of the customer database.

The Contractor shall include similar termination for convenience provisions in any subcontracts and make reasonable efforts to mitigate damages which may be suffered as a result of termination for convenience. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

TERMINATION FOR DEFAULT

Notwithstanding anything to the contrary herein, this Contract may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Contract. In such event, the Town may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to make progress toward correcting such default within five business days after receipt of

notification, the Town may terminate this Contract. This provision shall not limit the Town in exercising any other rights or remedies it may have.

INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, and volunteers from any and all claims, judgments, losses, damages, payments, costs, fines and or fees levied against the Town and expenses of every nature and description, including attorneys fees, arising out of or resulting from the lack of performance or the negligent performance of work as described in any agreement that results from this Contract. Further, if any recipient of a contract subcontracts for work, they will enter into a contract with such subcontractor(s) which indemnifies, defends, and holds harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.

The Town, to the extent permitted by law, shall indemnify, defend, and hold harmless the Contractor and its officers, directors, agents, employees, representatives, and subcontractors from any and all claims, judgments, losses, damages, payments, costs and expenses of every nature and description, including attorneys' fees, arising out of or resulting from the negligent performance or willful misconduct of any Town officers, agents, employees, community representatives, volunteers, or subcontractors related to any work performed by such Town officers, agents, employees, community representatives, volunteers, or subcontractors related to any agreement that results from this Contract.

PERFORMANCE BOND

The Contractor shall provide the Town, upon full execution of this contract, and shall keep same in full force and effect during the term of the Contract, a performance bond, in a form acceptable to the Town Attorney, in the amount of \$0.00 from a surety company duly authorized to do business in the Commonwealth of Virginia and conditioned on the faithful performance of this contract and the indemnification of the Town against all losses by reason of Contractor's negligence, willful misconduct, nonfulfillment or nonperformance of any of the provisions of the contract, or any and all claims and demands of any character whatsoever required to be indemnified and/or insured by the Contract.

EXAMINATION OF RECORDS

The Contractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract, on reasonable notice and at reasonable times, which records the Town will keep confidential, except as legally required.

The Contractor further agrees to include in any subcontract for more than ten thousand dollars (\$10,000) entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract (in each case subject to confidentiality as noted above). The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

DISPUTES

The Contractor may submit disputes with respect to this Contract to be decided within fifteen (15) days from submission by the hearing officer designated by the Town Manager/Contract Administrator, who shall be responsible for an administrative appeals procedure for hearing protests filed pursuant to Section 2.2-4365 of the Code of Virginia as amended, and who shall reduce his decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. The pendency of any dispute shall not excuse the Contractor from performance under this Contract or any change order issued under it.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with Article 6 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377 of the Code of Virginia (1950) as amended, and that all amounts received or disbursed by it, pursuant to this procurement, are proper and in accordance therewith.

INTEGRATION CLAUSE

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods, insurance or services described herein.

NON-DISCRIMINATION

The Town of Dumfries does not discriminate against faith-based organizations on the basis of the organization's religious character, nor impose conditions that restrict the religious character of the faith-based organization, except as permitted by Virginia Code Section 2.2-4343.1 F., or that impair, diminish, or discourage the exercise of religious freedom by the recipients of goods, services, or disbursements by the Town.

PROJECT CONTROL AND REPORTS

The Contractor's project manager will meet as needed with the Town's project manager for the purpose of reviewing progress and providing necessary guidance in solving problems that arise.

OWNERSHIP AND USE OF DOCUMENTS

The Contractor shall retain all of its records and supporting documentation relating to the Contract for three years, except that in the event the Contractor goes out of business during that period, it will turn over to the Town all of its records relating to the project. The Town shall have the right to use, sell, or give away these records in its sole discretion.

NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the Town:

Gregory M. Tkac
Director of Public Works
Town of Dumfries
17755 Main Street
Dumfries, Virginia 22026

For the Contractor:

Mark Olsen
Olde Town Landscaping, Inc.
9041 Burwell Road
Nokesville, Virginia 20101
Miscellaneous

The Contractor agrees to comply with all provisions of this Contract, including without limitation all insurance requirements.

The Contractor shall be responsible for complying with any applicable Federal, state and municipal laws, codes and regulations that may be required under this Contract.

The Contractor and all Subcontractors and Sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

No portion of the work associated with this Contract may be subcontracted without the prior written approval by the Town or duly authorized agent of the Town. The Town recognizes that it may be in the best interest of the Contractor to subcontract some or all parts of the work of the Contract described herein; however, the Contractor shall be held responsible by the Town for the quality, delivery, and all terms and conditions of the Contract.

SET-OFF

In the event that Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created

EXHIBIT - A

SECTION III

Scope of Work

Provide Roadway Maintenance for:

- Bull Run Mountain District Estates
- Lake Jackson Service District

Services shall be provided on an as needed basis.

The Contractor shall comply with all Federal, State, Local, DOT, and VOSHA Laws and Regulations.

Services shall be accomplished in accordance with standard customary industry practices unless otherwise stated herein or otherwise directed by the County Contract Administrator or Designee.

All tools and equipment used by the Contractor shall be properly operated and maintained in accordance with industry safety practices and equipment manufacturer's operating instructions. The Contractor and its employees shall follow all VOSHA regulations and safety precautions and guidelines.

The Contractor and his employees shall be trained and qualified to perform the work and to operate the equipment assigned to them under the performance of the awarded Contract. All equipment operators must be licensed to operate their assigned equipment.

The Contractor and his employees will respond to general supervision from the Bull Run Mountain Civic Association Designee (Designee) and/or the Lake Jackson Advisory Committee Designee (Designee). An on-site operator or supervisor must be able to communicate in English. The Contractor shall report to the Designee at the start of operations and will be released by the Designee at the satisfactory completion of the work.

The Contractor, his employees, and/or agents performing services under the awarded Contract shall not manufacture, distribute, or have possession or use of alcohol or other drugs. A violation of this provision constitutes a breach of Contract and may result in default action in addition to any criminal penalties that may result from such conduct.

The Contractor shall use equipment suitable in type and size for the specified task orders performed.

The Contractor shall possess and maintain a dedicated facsimile machine in order for the County to be able to immediately transmit task order notifications to the Contractor.

Work Plan/Task Orders

Project Task Orders must not be used to change any provisions, terms, or conditions to the Contract.

The Contractor shall within one (1) working day acknowledge to the County Contract Administrator, receipt of the County's notification that services are required.

The Contractor shall not perform any work until receipt of a fully executed task order signed by the Designee, the County Contract Administrator and the Contractor. If unable to sign the task order, the Designee can approve the task order verbally or via electronic mail to the County Contract Administrator. If task order is estimated to exceed \$50,000 prior approval by the County Purchasing Manager is required. Any costs incurred prior to receipt of a fully signed Task Order will not be reimbursed by the County.

Road Maintenance - The Contractor shall submit the completed Work Order Form (Attachment A) to the Designee or Contract Administrator within three (3) working days of meeting with the Designee or Contract Administrator. The Contractor shall be on site within ten (10) working days for non-emergency road maintenance commencement after a fully executed task order is received.

Emergency Road Maintenance - In the event of an emergency, the contractor shall provide a verbal estimate to the County Contract Administrator or Designee and be prepared to begin work within four (4) hours of request for emergency road maintenance.

The County will purchase the materials (gravel, salt, etc.) needed by the Contractor to perform any Task Order. No equipment or labor will be provided by the County.

At the election of the County, delivery of the materials to the Task Order site will be performed by either the County, the Contractor, or the material supplier. If the County requires the Contractor to deliver material, the Contractor shall be reimbursed using the applicable equipment rate listed in the awarded Contract. e.g., If a dump truck with operator was used, this rate would apply.

Unreasonable Cost Estimates - In the event the Contractor's Project Cost Estimates are determined by the County to be unreasonable, the County has the following options: 1st, to negotiate with the Contractor to reduce the labor hours/cost to arrive at a more reasonable cost, and 2nd, if negotiations have failed then the County has the option to solicit a firm fixed project cost from prospective vendors. If prospective vendor's firm fixed project cost offered to the County is less than 10% of the Contractor's Project Cost Estimate then the County may award the project to that Vendor at a firm fixed cost only.

Job Tickets - If requested, the Contractor shall submit daily job tickets to the District Designee outlining the activities performed under the Task Order issued. Labor rates and equipment rates will be paid on the basis of actual time worked. Job tickets shall contain the following information in accordance with Contract items and rates.

1. A detailed description of services performed.
2. Equipment utilized (type, quantity, operating hours, cost)
3. Personnel utilized (type, labor hours, cost).
4. Related Services performed (personnel & tools)
5. Original delivery receipts from material suppliers.
6. Mobilization Cost, if any

The job ticket shall be certified by the Contractor as correct and accurate, and shall be co-signed by the District Designee. Job tickets shall be submitted with the Contractor's invoice and supporting documents of all costs contained therein to the Contract Administrator.

The job ticket/invoice shall not exceed ten percent (10%) of the approved task order/work plan estimated cost. Any additional cost within the ten percent range must be described on the job ticket/invoice and approved by the County Designee Contract Administrator before payment.

Mobilization of Trailered Equipment - The County will reimburse the Contractor for trailered mobilization cost as described herein. Any mobilization cost must be reflected on the estimated work plan. All direct & indirect expenses for trailered mobilization shall be included as one total cost per move reflected on the pricing schedule. Trailered mobilization is defined as: 1) delivery and removal of trailered equipment to the assigned job site, 2) relocating trailered equipment from one assigned job site to another assigned job site within the designated Service District. The Contractor shall be responsible for the physical transporting of all necessary equipment to and from the job sites.

Travel Time - Bidders shall include any travel time cost in their hourly rates. Separate charges for travel time will not be allowed by the County. Charges will accrue beginning with commencement of work.

Technical Specifications for Roadway Maintenance

The following items are some examples of the roadway maintenance activities that may be encountered under this Contract. These examples are representative only, and are not to be construed to comprise all of the work to be performed under the Contract. The Contractor may be expected to provide related services.

- * Scarify, regrade or recrown with a motor grader and compact with a roller.
- * Use a water truck to control dust or increase moisture content of existing gravel surfaces on travelways.

- * Spread and compact new gravel over sections of the travelways where the existing surface has been eroded or rutted. Material will be provided by the County.
- * Regrade roadside ditches in selected areas to eliminate stormwater flow on the travelways. Stabilize ditches.
- * Install stormwater culverts in selected areas to improve roadside drainage. Location, alignment, and materials will be provided by the County.
- * Trim vegetation which overhangs the travelway or obstructs the line-of-sight for traffic or road signs.
- * Flush/clean drainage culverts to remove silt, gravel, debris and other materials that may obstruct normal water flow.
- * Provide pothole repairs to existing gravel roads.
(Tar & Chip and Asphalt Repair are not part of this Solicitation)

As roadway maintenance requirements become known, the Contractor will be contacted and requested to submit a work plan as defined in the General specifications. If the work plan is approved and funds appropriated by the District, a Task Order will be issued by the County Contract Administrator outlining the scope of work to be accomplished by the Contractor. Task Orders may involve a single assignment or a collection of multiple assignments which are similar in nature. The number, extent, and dollar level of the task orders will depend entirely upon roadway conditions and available funding.

Miscellaneous Related Services

Related services may be requested during the performance of the Contract. Related services shall include but not be limited to removal of: trees, branches, shrubbery, and compacting trenches. These services may include laborers, field support personnel such as flagmen or supervisory personnel, etc. Related services shall be requested by written task order following task order procedures.

Related services not priced on the schedule of prices may be performed by the Contractor only after an estimate is received from the Contractor and approved by the Contract Administrator. See line item #22. The Contractor shall be responsible for providing labor and equipment to perform these services. In the event of unsatisfactory estimates, the County reserves the right to seek/obtain other estimates and procure services from other Contractors. The Contractor shall not charge the County for estimates.

"Unreasonable Cost Estimates" Provision also applies herein.

Pricing Schedule

Base Year & Option Years

- Bull Run Mountain District Estates- Roadway Maintenance
- Lake Jackson Service District- Roadway Maintenance

Hourly unit prices shall include the equipment cost, labor cost of the operator, costs of fuel, travel, maintenance, insurance, and all direct and indirect costs.

Bull Run Mountain and Lake Jackson - Roadway Maintenance

Equipment With Operator

(Cost per hour includes equipment, operator, and fuel)

1. Motor Grader - Caterpillar 12G or equivalent.

Base Year - Cost Per Hour - \$85.00
Option Year I - Cost Per Hour - \$85.00
Option Year II - Cost Per Hour - \$85.00
Equipment Owned

2. Roller - Ten (10) tons or heavier or equivalent.

Base Year - Cost Per Hour - \$45.00
Option Year I - Cost Per Hour - \$45.00
Option Year II - Cost Per Hour - \$45.00
Equipment Owned

3. Water Truck - Capacity no less than 1,000 gallons with a gravity feed spray bar or equivalent.
(For water or calcium chloride application)

Base Year - Cost Per Hour - \$65.00
Option Year I - Cost Per Hour - \$65.00
Option Year II - Cost Per Hour - \$65.00
Equipment Owned

4. Dozer - Caterpillar D4 or equivalent.

Base Year - Cost Per Hour - \$65.00
Option Year I - Cost Per Hour - \$65.00
Option Year II - Cost Per Hour - \$65.00
Equipment Owned

5. Crawler Loader - Caterpillar 953 or equivalent

Base Year - Cost Per Hour - \$70.00
Option Year I - Cost Per Hour - \$70.00
Option Year II - Cost Per Hour - \$70.00
Equipment Owned

6. Rubber Tire Backhoe/Loader - JD 510 or equivalent.

Base Year - Cost Per Hour - \$45.00
Option Year I - Cost Per Hour - \$45.00
Option Year II - Cost Per Hour - \$45.00
Equipment Owned

7. Skid steer Loader with attachments JD 250 or equivalent.

Base Year - Cost Per Hour - \$45.00
Option Year I - Cost Per Hour - \$45.00
Option Year II - Cost Per Hour - \$45.00
Equipment Owned

8. Dump Truck - Single axle, no less than 10 cubic yard capacity, 25,000 Gross Vehicular Weight, or equivalent.

Base Year - Cost Per Hour - \$50.00
Option Year I - Cost Per Hour - \$50.00
Option Year II - Cost Per Hour - \$50.00
Equipment Owned

9. Dump Truck - Tandem axle, no less than 15 cubic yard capacity, 50,000 Gross Vehicular Weight, or equivalent.

Base Year - Cost Per Hour - \$55.00
Option Year I - Cost Per Hour - \$55.00
Option Year II - Cost Per Hour - \$55.00
Equipment Owned

10. Mini-excavator, JD 35 or equivalent.

Base Year - Cost Per Hour - \$45.00
Option Year I - Cost Per Hour - \$45.00
Option Year II - Cost Per Hour - \$45.00
Equipment Owned

11. Excavator, JD 120 or equivalent.

Base Year - Cost Per Hour - \$70.00
Option Year I - Cost Per Hour - \$70.00
Option Year II - Cost Per Hour - \$70.00
Equipment Owned

12. Rubber tired Loader, JD 544 or equivalent.

Base Year - Cost Per Hour - \$65.00
Option Year I - Cost Per Hour - \$65.00
Option Year II - Cost Per Hour - \$65.00
Equipment Owned

13. Grad-all, single axle, XL3100 or equivalent.

Base Year - Cost Per Hour - \$75.00
Option Year I - Cost Per Hour - \$75.00
Option Year II - Cost Per Hour - \$75.00
Equipment Rented

14. Bucket-truck, for tree trimming purposes or equivalent.

Base Year - Cost Per Hour - \$65.00
Option Year I - Cost Per Hour - \$65.00
Option Year II - Cost Per Hour - \$65.00
Equipment Owned

- Miscellaneous Related Services

15. Laborer Without Tools

Base Year - Cost Per Hour - \$18.00
Option Year I - Cost Per Hour - \$18.00
Option Year II - Cost Per Hour - \$18.00

16. Laborer With Non-Powered Hand Tools

Base Year - Cost Per Hour - \$19.00
Option Year I - Cost Per Hour - \$19.00
Option Year II - Cost Per Hour - \$19.00

17. Laborer With Powered Tools

Base Year - Cost Per Hour - \$21.00
Option Year I - Cost Per Hour - \$21.00
Option Year II - Cost Per Hour - \$21.00

18. Tree climber with power tools

Base Year - Cost Per Hour - \$23.00
Option Year I - Cost Per Hour - \$23.00
Option Year II - Cost Per Hour - \$23.00

19. Certified Flagman

Base Year - Cost Per Hour - \$19.00
Option Year I - Cost Per Hour - \$19.00
Option Year II - Cost Per Hour - \$19.00

20. Supervisor - Working

Base Year - Cost Per Hour - \$25.00
Option Year I - Cost Per Hour - \$25.00
Option Year II - Cost Per Hour - \$25.00

21. Mobilization of Trailered Equipment

Base Year - Cost Per Move - \$100.00
Option Year I - Cost Per Move \$100.00
Option Year II - Cost Per Move \$100.00

22. Miscellaneous related services not listed. Provide an estimate when requested.

23. Prompt Payment Discount Terms: 10% 10 Days, Net 30

EXHIBIT - B

Exhibit B

INSURANCE CHECKLIST

Unless otherwise agreed with the Town, the minimum limits of the Contractor's Liability coverage shall be as follows:

A. Workers' Compensation

- | | |
|---|---------------|
| 1. State | Statutory |
| 2. Applicable Federal | Statutory |
| 3. Employer's Liability | \$1,000,000 |
| 4. Benefits Required by Union Labor Contractors | As Applicable |

B. Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage): (Required)

- | | |
|---|--|
| 1. Bodily Injury: | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate, Products
& Complete Operations |
| 2. Property Damage | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate |
| 3. Products and Completed Operations Insurance will be maintained for a minimum period of one (1) year after completion of construction, and PSB will continue to provide evidence of such coverage to the Town for an annual basis during the aforementioned period. | |
| 4. Contractual Liability (Hold Harmless Coverage): | |
| Bodily Injury | |
| \$1,000,000 | Each Occurrence |
| Property Damage | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate |
| 5. Personal Injury | |
| \$1,000,000 | Aggregate |

C. Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

- | | |
|------------------|---------------|
| 1. Bodily Injury | |
| \$1,000,000 | Each Person |
| \$1,000,000 | Each Accident |

2. Property Damage
\$1,000,000

Each Occurrence

D. Professional Liability/ Errors and Omissions

Is the professional liability is written on a "claims made (Yes/No) or "occurrence" (Yes/No)

If it is "claims made," Town requires that the coverage will be maintained in force by either the renewal of the policy of the purchase of an extended reporting form endorsement for at least three years from the completion of the contract.

Minimum limits are \$1,000,000 each claim/aggregate.

E. Other Instructions

The Town requires evidence of coverage be given to the Town in the form of a certificate of insurance and the "endeavor to" wording of the certificate of insurance needs to be deleted thereby obligating the agent and insurer to notify you in the event coverage is cancelled or non renewed.

The Town requires that it be listed as an additional insured for purposes of the Contract being entered into with the Contractor for general liability and professional liability insurance. This additional insured status should be shown on an endorsement issued by the insurance company. The Town will not accept a notation on the certificate of insurance under the general liability and professional liability insurance.

All policies should be written by insurers licensed to conduct business in the Commonwealth of Virginia and shall have an A. M. Best & Company financial rating of A- or better

This insurance checklist is subject to the provisions of this Contract.

TOWN OF DUMFRIES

CONTRACT FOR GOODS, SERVICES AND INSURANCE

This Contract (DPW 12-04) is entered into on and as of 6-5-2012 by and between the Town of Dumfries, a Municipal Corporation of the Commonwealth of Virginia (hereinafter, "the Town"), and Olde Towne Landscaping, Inc. (hereinafter, "Contractor"), for work involving Site Improvements for Ginn Memorial Park, Town of Dumfries, as specified in Exhibit A on the following terms and conditions:

DEFINITIONS

As used in this Contract the terms are defined as follows:

1. "Town" shall mean the Town of Dumfries, Virginia, the Council of the Town of Dumfries, Virginia, or the using department identified below and authorized by the Council of the Town of Dumfries to enter into this Contract.
2. "Using Department" for purposes of this Contract shall mean the Public Works Department.
3. "Contract Administrator" assigned to administer the Contract for the Town of Dumfries is Gregory M. Tkac, Public Works Director.
4. "Contractor" shall mean Olde Towne Landscaping, Inc., whose authorized representative is Mark Olsen (hereinafter, "Contractor's Contract Representative"). The Contractor's Contract Representative shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of the Contractor. The Contractor may change its authorized representative by notice to the Town.
5. "Estimate" shall mean an opinion of probable construction or other cost made by the Contractor. The accuracy of a probable construction or other cost opinion cannot be guaranteed.

CONTRACT PERIOD

The work to be performed under this contract shall be for **forty-five (45)** calendar days after the date of the Notice to Proceed with the work described. The Contractor will complete the tasks involving Site Improvements to Ginn Memorial Park as described in Appendix A, and is expected to proceed with reasonable diligence and expediency consistent with sound professional practices. Time is of the essence in the completion of the services under this Contract. Should the Contractor at any time discern that the schedule will not be met for any reason the Contractor shall so notify the Town in writing.

SCOPE OF WORK—CONTRACTOR RESPONSIBILITIES:

The Contractor Shall construct the Site improvements to Ginn Park as indicated in Appendix A to include the construction of a gravel parking area, construction of stone dust trails, construction of a multipurpose court, erection of a black vinyl coated chain link fence with lockable gate, grading for a multipurpose field, and grading for a play area.

CONTRACT AMOUNT

Contract price shall be fixed as noted in the Bid Form. The Contractor shall furnish labor and equipment as reflected in Exhibit A. All incidental costs including, but not limited to, travel, telephone, and photographs, are included in the bid amount submitted to the Town.

Invoices will be paid within thirty (30) days after approval by the Town. In no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

TIME OF ESSENCE AND COMPLETION

Time is of the essence to this Contract where it is herein specifically so provided.

The Contractor shall provide the services described herein and the insurance according to the schedule in Exhibit B.

Should the Contractor at any time discern that the schedule will not be met for any reason; the Contractor shall so notify the Town in writing. The Town understands, however, that the Contractor's performance must be governed by sound professional practices.

OTHER PAYMENTS; EXPENSES; TAXES

The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state, or federal governmental

agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.

INSURANCE

The Contractor shall be required to maintain insurance to insure against the risks, which are identified herein. Except as the Town may otherwise agree, any insurance required hereby shall be in accordance with and shall conform to the requirements set forth in Exhibit B, with appropriate insurance certificates delivered prior to the commencement of construction. Notwithstanding any other provision of this Contract or any other document, acceptance by the Town of such certificates shall satisfy all insurance requirements for so long as this Contract and any extensions shall be in effect. Contractor recognizes that the Town must be reasonably satisfied with the insurance certificates provided.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting directly from any action, omission, commission, or operation by the Contractor under the Contract, or in connection in any way whatsoever with the contracted work, where and to the extent the Contractor is legally responsible for the damage incurred. (This paragraph is not intended to expand in any way Contractor's potential liability under applicable existing law).
2. The Contractor shall, during the continuance of all work under the Contract provide and agree to maintain the following unless omitted from the attached Exhibit B.
 - a. Workers' Compensation and Employers' Liability Insurance equal to that of the Commonwealth of Virginia, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereafter enacted, but no Contractor insurance shall be required if Contractor's employees do not enter the Town of Dumfries on Town business related to this project and the insurance of subcontractors where employees do so enter is found sufficient by the Town.
 - b. General Liability Insurance in the amount prescribed by the Town, to protect the Contractor, its Subcontractors, and the interest of the Town, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one (1) year after completion of work.

- c. In the event that Contractor will use its own owned automobiles in the Town, and not just rented cars or taxis, Automobile Liability Insurance, including property damage, covering all owned, non-owner, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
3. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VIII or other insurance reasonably acceptable to the Town.
5. It is understood and agreed that the Contractor is at all times herein acting as an Independent Contractor.
6. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town Manager/Contract Administrator, or designee, before any work is started.
7. The Contractor will secure and maintain copies of all insurance policies of its Subcontractors, which shall be made available to the Town on demand.
8. Prior to beginning work, the Contractor will provide, certified copies of all insurance coverage on behalf of the Contract. These certified copies will be sent to the Town from the Contractor's insurance agent or representative.
9. No change, cancellation (other than noted below), or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town Manager/Contract Administrator. Notice for cancellation due to nonpayment of premium shall be fifteen (15) days. The Contractor shall furnish a new certificate prior to any change or cancellation date. THE FAILURE OF THE CONTRACTOR TO DELIVER A NEW AND VALID CERTIFICATE OF INSURANCE IS GROUNDS FOR TERMINATION OF THE CONTRACT PURSUANT TO SECTION 14 (Termination for Default).
10. Insurance coverage required hereunder shall be in force throughout the construction period. SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF CURRENT INSURANCE WITHIN TEN (10) DAYS OF WRITTEN NOTICE AT ANY TIME DURING THE CONTRACT TERM, THE

TOWN SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THE CONTRACT PURSUANT TO SECTION 14 (Termination for Default).

11. Compliance by the Contractor and any Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any Subcontractors of their liabilities and obligations under this Contract.
12. The Town may and will, if requested by Contractor, reasonably accept insurance certificates provided by subcontractors or partners of the Contractor covering risks and hazards relating to work to be performed by such subcontractor and partners, in lieu of insurance certificates provided by Contractor. However, the Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.
13. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
14. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
15. In the event that the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Town Manager/Contract Administrator, or designee, may be considered.
16. Nothing herein contained shall prevent the Contractor from taking out any other insurance for protection of its interest which it deems available and necessary.

ASSIGNABILITY OF CONTRACT

Neither this Contract nor any part hereof shall be assigned to any third party without the Town's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any transfer of the Contract shall be in accordance with state law requirements.

This Contract shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Contract shall terminate immediately at the election of the other party.

MODIFICATIONS OR CHANGES TO THIS CONTRACT

All modifications and changes to the Contract shall be in writing, signed by both the Town and the Contractor.

The Town Manager/Contract Administrator, with the concurrence of Town Council, shall have the authority to order changes in the provisions of this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a Change Order. Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance of the construction provisions of this Contract; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor shall make a demand for payment for completed changed work within thirty (30) days of completion of Change Order, unless such time period is extended in writing, or unless the Town Manager/Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services or prepayment is reasonably required by Contractor. Later notification shall not bar the honoring of such claim or demand unless the Town is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

SUBCONTRACTING

The Contractor may not subcontract any work required under this Contract without the consent of the Town which consent shall not be unreasonably withheld or delayed. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

EMPLOYMENT DISCRIMINATION—CONTRACTS OVER \$10,000

In the event this Contract price is in excess of ten thousand dollars (\$10,000), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.
5. In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each subcontractor to do so.

VIRGINIA PUBLIC PROCUREMENT ACT

Pursuant to the requirements of the Virginia public procurement act, section 2.2-4300 through 2.2-4377 of the code of Virginia, 1950, as amended, the contractor hereby agrees as follows:

In accordance with Virginia code section 2.2-4354(1), contractor shall take one of the following courses of action within seven (7) calendar days after receipt of amounts paid to contractor by town for work performed by any contractor under this contract:

1. Pay any and all contractor s for the proportionate share of the total payment received from town attributable to all work performed by such contractor (s) under this contract; or
2. Notify Town and the appropriate Contractor (s), in writing, of Contractor's intention to withhold all or part of said Contractor (s) payment with the reason for nonpayment
3. In accordance with Virginia Code Section 2.2-4354(2), Contractor shall provide its social security number (if an independent contractor) or federal employer identification number (if a corporation, partnership or proprietorship), as appropriate, with each application for payment.

In accordance with Virginia Code Section 2.2-4354(3), Contractor shall pay interest at the rate of one percent (1%) per month to any and all Contractor s on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from Town for work performed by any such Contractor under this Contract, except for payments withheld as allowed pursuant to above. Contractor's obligation to pay any interest to any Contractor pursuant to the provisions of this subparagraph may not be construed to be an obligation of Town, nor shall a contract modification be made for the purpose of providing reimbursement from Town to Contractor for such interest. This prohibition, however, shall not be construed as a prohibition on Contractor from claiming and collecting interest from Town whenever Contractor is otherwise entitled to claim and collect said interest.

In accordance with Virginia Code Section 2.2-4354(4), Contractor shall include in any and all subcontracts a provision requiring each Contractor to include or otherwise be subject to the same

payment and interest requirements as exist between Contractor and its Contractors with respect to each lower-tier Contractor.

In accordance with Virginia Code Section 2.2-4311, during the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
3. Contractor shall include the provisions of the foregoing subsections (1) and (2) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

In accordance with Virginia Code Section 2.2-4312, during the performance of the Contract, Contractor agrees as follows:

1. Contractor shall provide a 'drug-free' workplace for its employees.
2. Contractor shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
4. Contractor shall include the provisions of the foregoing subsections (1), (2), and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

TERMINATION FOR CONVENIENCE OF THE TOWN

The parties agree that the Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Town Manager/Contract Administrator, with the concurrence of the Town Council, shall determine that conditions outside of the control of the Town exist, such as legal or regulatory directives, or otherwise, for which no

practical remedy exists, for good cause that such termination is in the best interest of the Town. Termination, in whole or in part, shall be effected by delivery to and receipt by Contractor of a Notice of Termination signed by the Town Manager/Contract Administrator or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice;
3. Terminate all subcontractors except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination; and
5. Use its best efforts to mitigate any damages, which may be sustained as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless an extension is granted by the Town Manager/Contract Administrator.

The Town shall pay reasonable costs of termination, including a reasonable amount for services delivered or completed and the fair market value of all services and/or equipment purchased by Contractor and installed by the Town. Fair market value shall be determined by an appraisal by a competent neutral appraiser, selected by the Town and approved by Contractor, whose approval will not be unreasonably withheld, conditioned, or delayed. The Town shall not pay for any lost profits, or for the value of the customer database.

The Contractor shall include similar termination for convenience provisions in any subcontracts and make reasonable efforts to mitigate damages which may be suffered as a result of termination for convenience. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

TERMINATION FOR DEFAULT

Notwithstanding anything to the contrary herein, this Contract may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Contract. In such event, the Town may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to make progress toward correcting such default within

five business days after receipt of notification, the Town may terminate this Contract. This provision shall not limit the Town in exercising any other rights or remedies it may have.

INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, and volunteers from any and all claims, judgments, losses, damages, payments, costs, fines and or fees levied against the Town and expenses of every nature and description, including attorneys fees, arising out of or resulting from the lack of performance or the negligent performance of work as described in any agreement that results from this Contract. Further, if any recipient of a contract subcontracts for work, they will enter into a contract with such subcontractor(s) which indemnifies, defends, and holds harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.

The Town, to the extent permitted by law, shall indemnify, defend, and hold harmless the Contractor and its officers, directors, agents, employees, representatives, and subcontractors from any and all claims, judgments, losses, damages, payments, costs and expenses of every nature and description, including attorneys' fees, arising out of or resulting from the negligent performance or willful misconduct of any Town officers, agents, employees, community representatives, volunteers, or subcontractors related to any work performed by such Town officers, agents, employees, community representatives, volunteers, or subcontractors related to any agreement that results from this Contract.

PERFORMANCE BOND

The contractor shall provide the town, upon full execution of this contract, and shall keep same in full force and effect during the term of the contract, a performance bond, in a form acceptable to the town attorney, in the amount of **100%** of the contract amount from a surety company duly authorized to do business in the commonwealth of Virginia and conditioned on the faithful performance of this contract and the indemnification of the town against all losses by reason of contractor's negligence, willful misconduct, nonfulfillment or nonperformance of any of the provisions of the contract, or any and all claims and demands of any character whatsoever required to be indemnified and/or insured by the contract.

EXAMINATION OF RECORDS

The Contractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract, on reasonable notice and at reasonable times, which records the Town will keep confidential, except as legally required.

The Contractor further agrees to include in any subcontract for more than ten thousand dollars (\$10,000) entered into as a result of this Contract, a provision to the effect that the subcontractor

agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract (in each case subject to confidentiality as noted above). The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

DISPUTES

The Contractor may submit disputes with respect to this Contract to be decided within fifteen (15) days from submission by the hearing officer designated by the Town Manager/Contract Administrator, who shall be responsible for an administrative appeals procedure for hearing protests filed pursuant to Section 2.2-4365 of the Code of Virginia as amended, and who shall reduce his decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. The pendency of any dispute shall not excuse the Contractor from performance under this Contract or any change order issued under it.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with Article 6 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377 of the Code of Virginia (1950) as amended, and that all amounts received or disbursed by it, pursuant to this procurement, are proper and in accordance therewith.

INTEGRATION CLAUSE

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods, insurance or services described herein.

NON-DISCRIMINATION

The Town of Dumfries does not discriminate against faith-based organizations on the basis of the organization's religious character, nor impose conditions that restrict the religious character of the faith-based organization, except as permitted by Virginia Code Section 2.2-4343.1 F., or that impair, diminish, or discourage the exercise of religious freedom by the recipients of goods, services, or disbursements by the Town.

PROJECT CONTROL AND REPORTS

The Contractor's project manager will meet as needed with the Town's project manager for the purpose of reviewing progress and providing necessary guidance in solving problems that arise.

OWNERSHIP AND USE OF DOCUMENTS

The Contractor shall retain all of its records and supporting documentation relating to the Contract for three years, except that in the event the Contractor goes out of business during that period, it will turn over to the Town all of its records relating to the project. The Town shall have the right to use, sell, or give away these records in its sole discretion.

NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the Town:

Gregory M. Tkac
Director of Public Works
Town of Dumfries
17755 Main Street
Dumfries, Virginia 22026

For the Contractor:

Mark Olsen
President
Olde Towne Landscaping, Inc.
9513 Lee Avenue West
Manassas, Virginia 20110

The Contractor agrees to comply with all provisions of this Contract, including without limitation all insurance requirements.

The Contractor shall be responsible for complying with any applicable Federal, state and municipal laws, codes and regulations that may be required under this Contract.

The Contractor and all Subcontractors and Sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

No portion of the work associated with this Contract may be subcontracted without the prior written approval by the Town or duly authorized agent of the Town. The Town recognizes that it may be in the best interest of the Contractor to subcontract some or all parts of the work of the Contract described herein; however, the Contractor shall be held responsible by the Town for the quality, delivery, and all terms and conditions of the Contract.

SET-OFF

In the event that Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the Town.

GOVERNING LAW

This Contract and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any dispute arising out of the performance or non-performance of any obligation created by this Contract and all documents referred to herein shall be resolved in state court in the Commonwealth of Virginia unless otherwise agreed upon and evidenced in writing by all parties.

SEVERABILITY

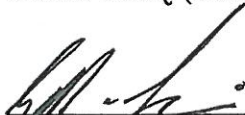
If any term or provision of this Contract shall be held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be enforced to the fullest extent permitted by law.

IN TESTIMONY WHEREOF, the Town of Dumfries has caused its name to be hereunto subscribed by its Mayor, with its corporate seal hereunto duly affixed and attested by its Town Clerk, pursuant to authority heretofore duly granted by the Council of the Town of Dumfries; and Olde Towne Landscaping, Inc., has caused its name to be hereunto subscribed by MSJ Ok, and its corporate seal hereunto duly affixed and attested by MSJ Ok, its President, pursuant to a resolution heretofore duly adopted by its Board of Directors, all as of the day and year first above written.

TOWN OF DUMFRIES

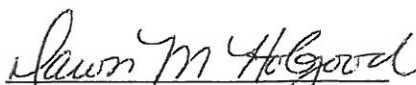


Daniel Taber (Town Manager)




Gerald M. Foreman (Mayor)

ATTEST:




Dawn Hobgood, Town Clerk

CONTRACTOR


Its: President

ATTEST:


Its: _____

**Exhibit A
Scope of Work
and
Specifications**

Contractor shall provide all work shown on the Ginn Park, Sheet 1 of 2 only, as submitted by Olde Towne Landscaping, Inc., Exhibit C, and as described herein.

EROSION & SEDIMENT CONTROL

Contractor shall develop and submit to Owner for review and approval, *before beginning any land disturbance*, an erosion and sediment control plan in accordance with Virginia Erosion and Sediment Control Law and Regulations. Work shall not proceed until E&SC plan the approved E&SC plan has been approved by Owner.

Contractor shall designate a person responsible for carrying out the E&SC plan who holds a Virginia Responsible Land Disturber Certificate of Competence and who will be in charge of and responsible for carrying out all regulated land-disturbing activity under the Contract.

All aspects of the E&SC plan shall be implemented and maintained throughout the Work.

GRAVEL PARKING AREA

Gravel Parking Area shall consist of 4 inches of 21A/B stone, well compacted.

STONE DUST TRAILS

Stone Dust Trails shall consist of 4 inches of stone dust, well compacted. Stone dust trails shall be a minimum 10 feet wide with a 2 per cent cross slope and maximum grade of 8 per cent. Provide a 2 feet wide graded topsoil transition on both sides of the trails.

MULTIPURPOSE FIELD

The Multipurpose Field shall be graded to the dimensions indicated on the Bid Form. Grading shall be performed to provide a balanced cut/fill. The Multipurpose Field shall be crowned along its greater length centerline, with a 2 per cent cross slope for drainage.

The Multipurpose Field shall be finished with 4 inches of topsoil, seeded with

Kentucky Bluegrass	50 pounds/acre
Perennial Ryegrass	30 pounds/acre
Creeping Fescue	20pounds/acre

MULTIPURPOSE COURT

The Multipurpose Court shall be **104 feet by 70 feet**, NOT AS SHOWN ON EXHIBIT C-1.

Multipurpose Court shall consist of:

1. 4-inch base of 21A/B stone
2. 2-inch surface of SM 9.5A asphalt
3. Provide a 1 per cent grade along the length of the court with no cross-slope.
4. Posts:
 - a. Furnish and install two each Spalding OD658 Enforcer Outdoor Pole System (with sleeve), or equal.
 - b. Posts shall be installed centered along the width of the court, each post 44 feet from the center of the court.
 - c. Concrete shall be 3,000 psi minimum compressive strength diameter of concrete base shall be 2 feet plus sleeve diameter
5. Town shall provide nets.

FENCE AND GATE

Furnish and install 10 foot high black vinyl coated chain link fence per VDOT specifications, with two each 36 inch lockable gates.

Exhibit B

INSURANCE CHECKLIST

Unless otherwise agreed with the Town, the minimum limits of the Contractor's Liability coverage shall be as follows:

A. Workers' Compensation

- | | |
|---|---------------|
| 1. State | Statutory |
| 2. Applicable Federal | Statutory |
| 3. Employer's Liability | \$1,000,000 |
| 4. Benefits Required by Union Labor Contractors | As Applicable |

B. Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage): (Required)

- | | |
|---|--|
| 1. Bodily Injury: | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate, Products
& Complete Operations |
| 2. Property Damage | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate |
| 3. Products and Completed Operations Insurance will be maintained for a minimum period of one (1) year after completion of construction, and PSB will continue to provide evidence of such coverage to the Town for an annual basis during the aforementioned period. | |
| 4. Contractual Liability (Hold Harmless Coverage): | |
| Bodily Injury | |
| \$1,000,000 | Each Occurrence |
| Property Damage | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate |
| 5. Personal Injury | |
| \$1,000,000 | Aggregate |

C. Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

- | | |
|------------------|-------------|
| 1. Bodily Injury | |
| \$1,000,000 | Each Person |

\$1,000,000

Each Accident

2. Property Damage

\$1,000,000

Each Occurrence

D. Professional Liability/ Errors and Omissions

Is the professional liability is written on a "claims made (Yes/No) or "occurrence" (Yes/No)

If it is "claims made," Town requires that the coverage will be maintained in force by either the renewal of the policy of the purchase of an extended reporting form endorsement for at least three years from the completion of the contract.

Minimum limits are \$1,000,000 each claim/aggregate.

E. Other Instructions

The Town requires evidence of coverage be given to the Town in the form of a certificate of insurance and the "endeavor to" wording of the certificate of insurance needs to be deleted thereby obligating the agent and insurer to notify you in the event coverage is cancelled or non renewed.

The Town requires that it be listed as an additional insured for purposes of the Contract being entered into with the Contractor for general liability and professional liability insurance. This additional insured status should be shown on an endorsement issued by the insurance company. The Town will not accept a notation on the certificate of insurance under the general liability and professional liability insurance.

All policies should be written by insurers licensed to conduct business in the Commonwealth of Virginia and shall have an A. M. Best & Company financial rating of A- or better.

This insurance checklist is subject to the provisions of this Contract.

**Exhibit C
Drawings**

Ginn Park, Sheet 1 of 2 only

AT A REGULAR MEETING OF THE DUMFRIES TOWN COUNCIL HELD ON TUESDAY, MAY 22, 2012, IN COUNCIL CHAMBERS, 17755 MAIN STREET, DUMFRIES, VIRGINIA: ON A MOTION DULY MADE BY MR. TONEY, AND SECONDED BY MS. FORRESTER, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Dorothea D. Barr, absent;
Gerald M. Foreman, II, yes;
Kristin W. Forrester, yes;
Michele D. Jurgensen, yes;
Willie J. Toney, yes;
Gwen P. Washington, yes;
Vacant

RESOLUTION TO AWARD THE DEPARTMENT OF PUBLIC WORKS CONTRACT DPW – 12-04 SITE IMPROVEMENTS TO GINN MEMORIAL PARK TO OLDE TOWNE LANDSCAPING

WHEREAS, Town Council on February 21, 2012 approved an ordinance to amend the Capital Improvement Program for Ginn Memorial Park Phase 1; and

WHEREAS, an invitation for bids (IFB) for construction of Phase 1 site improvements for Ginn Memorial Park was issued by the Town of Dumfries (the Town) on March 19, 2012; and

WHEREAS, the IFB was published in the "News and Messenger" on March 22, 2012 and again on March 24, 2012, and posted for ten (10) days at Town Hall and on the Town website; and

WHEREAS, the Town received four bid packages in response to the IFB by April 20, 2012, the due date; and

WHEREAS, bids were opened and read aloud on April 23, 2012; and

WHEREAS, an internal panel of Town staff reviewed the bid packages for completeness, correctness and compliance with the bidding documents; and

WHEREAS, Olde Towne Landscaping of Manassas, Virginia, was determined to be the lowest responsive, responsible bidder; and

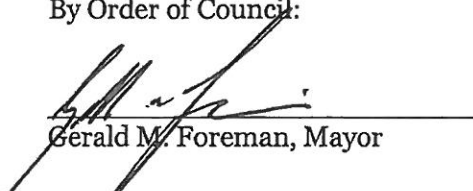
WHEREAS, the Virginia Public Procurement Act and the procurement policies duly adopted by the Town of Dumfries have been followed; and

WHEREAS, sufficient funds to construct Ginn Memorial Park Phase 1 have been previously allocated; and

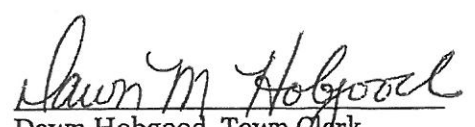
WHEREAS, in accordance with the foregoing, the panel recommends Olde Towne Landscaping to the Dumfries Town Council for approval to enter into a contract with the Town for construction of the site improvements to Ginn Memorial Park as described in the bidding documents and in accordance with Olde Towne's bid as submitted, in the amount of \$74,278.00.

NOW, THEREFORE BE IT RESOLVED by the Dumfries Town Council on this 22nd day of May, 2012 awards Olde Towne Landscaping a contract in response to the invitation for bids for site improvements to Ginn Memorial Park (DPW 12-04) in the amount of \$74,278.00, and authorizes the Town Manager to enter into a contract with Olde Towne Landscaping for the purposes thereof.

By Order of Council:


Gerald M. Foreman, Mayor

Attest:


Dawn Hobgood, Town Clerk